MR. EDAVANATT S. PADMANABHA MENON (*Shertala I*): May I know from the member whether, on the date of the Darbar addressing the Madras Government, the application of the trained man had been received by the Darbar Physician?

MR. K. GEORGE (*Chief Secretary to Government*): No.

MR. T. P. VELAYUDHAN PILLAI (*Tiruvalla III*): ഏതെങ്കിലും ഒരു ഡാക്ടർ രക്തത്തിൽനിന്ന് പതയെടുത്ത് ഡിപ്പാർട്ടുമെൻറ് മേലധികാരിയോട് അതുമലംപനിയുടെ അണുവാണെന്ന് ബോദ്ധ്യപ്പെടുത്തുകയും അതു പിശകാണെന്ന് ഡിപ്പാർട്ടുമെൻറ് മേലധികാരി പറകയും ചെയ്തിട്ടുള്ളതായി അറിയാമൊ?

MR. K. GEORGE (*Chief Secretary to Government*): I do not know.

Construction and management of the Shencotta-Quilon and Quilon-Trivandrum Railways.

32.* **MR. A. S. DAMODARAN ASAN** (*Mavelikara*): Will the Government be pleased to lay on the table copies of agreements they have entered into with the South Indian Railway Company with regard to the construction and management of the Shencotta-Quilon and Quilon-Trivandrum Railways?

MR. K. GEORGE (*Chief Secretary to Government*): This Government have not entered into any agreement with the South Indian Railway Company for the construction and management of the Shencotta-Quilon and the Quilon-Trivandrum Railways. The contracts, in regard to these lines, are between the Secretary of State and the Company. This Government have settled the terms, of working on the lines, with the British Government?

MR. A. S. DAMODARAN ASAN (*Mavelikara*): Are the Government aware that, on the first day, it was stated that, in the agreement between this Government and the South Indian Railway Company, the South Indian Railway Company was not bound to submit accounts for auditing by this Government?

MR. K. GEORGE (*Chief Secretary to Government*): Not between this Government and the Railway Company.

MR. A. S. DAMODARAN ASAN (*Mavelikara*): Am I to understand that there is no communication between the Travancore Government and the South Indian Railway Company except through the Secretary of State for India?

MR. K. GEORGE (*Chief Secretary to Government*): We may correspond, on matters relating to the working, to elucidate points, to sanction estimates and all that. But in regard to matters of agreement, we have no agreement with the South Indian Railway Company. They work under a contract entered into between themselves and the Secretary of State.

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MR. A. S. DAMODARAN ASAN (*Mavelikara*) : May I know when the contract between the Secretary of State and this Government was entered into with regard to the Quilon-Trivandrum line ?

MR. K. GEORGE (*Chief Secretary to Government*) : There is no signed agreement. Certain terms were settled in correspondence.

MR. A. S. DAMODARAN ASAN (*Mavelikara*) : May I know when that was settled ?

MR. K. GEORGE (*Chief Secretary to Government*) : In about 1914.

MR. A. S. DAMODARAN ASAN (*Mavelikara*) : May I know whether the Government could not hold the South Indian Railway Company responsible, for any damages, to this Government ?

MR. K. GEORGE (*Chief Secretary to Government*) : Not under the terms of any agreement ; but if the South Indian Railway Company causes any damage to our interests we can represent the matter to the Government of India.

MR. K. KUNJUKRISHNA PILLAI (*Quilon I*) . May I know from the member whether the terms of contract with regard to the Chackai-Tampanur Extension are the same as the terms of contract for the line between Quilon and Chackai ?

MR. K. GEORGE (*Chief Secretary to Government*) : The terms of contract for that section have not been settled as yet.

MR. K. KUNJUKRISHNA PILLAI (*Quilon I*) : May I know whether there is any suggestion from the Company to make a distinction with regard to the line between Chackai and Tampanur ?

MR. K. GEORGE (*Chief Secretary to Government*) : Yes.

MR. K. KUNJUKRISHNA PILLAI (*Quilon I*) : May I know whether the Government will be prepared to place this correspondence on the table ?

MR. K. GEORGE (*Chief Secretary to Government*) : It is better to treat them as confidential until some decision is arrived at.

MR. K. KUNJUKRISHNA PILLAI (*Quilon I*) : May I know whether Government think it necessary that the opinion or the wishes of this House will have to be consulted before they come to any definite agreement with regard to that line ?

MR. K. GEORGE (*Chief Secretary to Government*) : Not as matters stand at present, because we are in correspondence on that subject and nothing definite has been arrived at. It is premature now to place anything on the table.

MR. K. KUNJUKRISHNA PILLAI (*Quilon I*) : May I know from the Government whether they think it necessary, in view of the recurring losses (on account of railways) that we are suffering, to go into the whole question and move the Secretary of State for India in the matter ?

MR. K. GEORGE (*Chief Secretary to Government*) : Government have already begun some correspondence in the matter.

MR. A. THANU PILLAI (*Trivandrum-Rural*) : May I know whether the Secretary of State for India entered into an agreement with the Company on behalf of the Travancore Government ?

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MR. K. GEORGE (*Chief Secretary to Government*): Not exactly on behalf of the Travancore Government. The Secretary of State entered into an agreement with the Company without mentioning that the Travancore Government comes in, but, as between the Travancore Government and the Secretary of State those matters that affect the two Governments were settled by correspondence.

MR. A. THANU PILLAI (*Trivandrum-Rural*): So, am I to understand that we are bound by the terms of the agreement between the Secretary of State and the Company, even those terms which are in their favour and which are against us?

MR. K. GEORGE (*Chief Secretary to Government*): There are no such things as provisions for and against. We are bound by the provisions in so far as we have agreed to them in our correspondence with the Secretary of State for India.

MR. P. CHIDAMBARAM PILLAI (*Commerce and Industry, South*): May I know who financed the Shencotta-Quilon Railway?

MR. K. GEORGE (*Chief Secretary to Government*): The Secretary of State.

MR. P. CHIDAMBARAM PILLAI (*Commerce and Industry, South*): What is the amount?

PRESIDENT: I think you are getting a bit away from the question.

MR. PUTHUPALLI S. KRISHNA PILLAI (*Quilon II*): May I know whether Government have any objection in placing on the table whatever agreements they may have entered into with anybody regarding these two railways?

MR. K. GEORGE (*Chief Secretary to Government*): As a matter of fact, there is no agreement that has been entered into.

MR. PUTHUPALLI S. KRISHNA PILLAI (*Quilon II*): Any document?

PRESIDENT: Let the Chief Secretary finish, please.

MR. K. GEORGE (*Chief Secretary to Government*): The whole thing was finished by correspondence over a period of some years; and, so far as the Trivandrum-Quilon railway is concerned, we have certain definite terms of settlement.

MR. PUTHUPALLI S. KRISHNA PILLAI (*Quilon II*): Will the Government be pleased to place those terms of settlement on the table?

MR. K. GEORGE (*Chief Secretary to Government*): They are contained in several volumes of correspondence which it may not be possible to place on the table.

MR. PUTHUPALLI S. KRISHNA PILLAI (*Quilon II*): May I know from the member whether it may not be possible to give us some idea by consolidating the whole correspondence?

MR. K. GEORGE (*Chief Secretary to Government*): It will be considered.

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MR. PUTHUPALLI S. KRISHNA PILLAI (*Quilon II*): May I know whether the Chackai-Tampanur Railway extension was commenced without fixing the terms on which the work was to be conducted?

MR. K. GEORGE (*Chief Secretary to Government*): Yes; that is to say, the work was commenced with the idea that it would form part of the main line; but I cannot now recollect what happened.

MR. PUTHUPALLI S. KRISHNA PILLAI (*Quilon II*): So, are we to understand that this Rs. 27 lakhs odd of Government money was spent without any idea as to the exact terms on which this work will have to be conducted?

MR. K. GEORGE (*Chief Secretary to Government*): This work was taken up because it was necessary for our purpose. As to the terms, even if the worst comes, it will only be that we will have to meet any loss incurred on that line.

MR. PUTHUPALLI S. KRISHNA PILLAI (*Quilon II*): Is this the way that Government enter into all such capital undertakings?

PRESIDENT: That does not arise.

Transfer of Mr. S. Nilakanta Aiyar, Second Judge, Parur.

33*. **MR. K. MAHOMED** (*Alwaye*): Will the Government be pleased to state:

(*a*) when Mr. S. Nilakanta Aiyar, B. A., B. L., was relieved of his duties as Second Judge, Parur District Court;

(*b*) when his successor was appointed; and

(*c*) for how long after Mr. S. Nilakanta Aiyar was relieved, the second bench in the Parur District Court was left without a Judge?

MR. K. GEORGE (*Chief Secretary to Government*) (*a*) Mr. S. Nilakanta Aiyar, B. A., B. L., Temporary Second Judge, Parur, handed over charge of his duties on the forenoon of the 32nd Edavam 1108, to proceed on privilege leave.

(*b*) Mr. J. Eapen, B. A., B. L., District Munsiff, Kanjirapalli, was appointed Temporary Second Judge, *vice* Mr. Nilakanta Aiyar and he joined duty at Parur on the 26th Mithunam 1108.

MR. K. MAHOMED (*Alwaye*): May I know the reason for such a delay in appointing a Second Judge?

MR K. GEORGE (*Chief Secretary to Government*): To some extent the delay was due to the fact that the officer had to be given joining time; and part of the delay was also due to the fact that there was some correspondence between the High Court and the Government.

Abolition of taxation in kind etc., in the Edapalli Edavaka.

34*. **MR. K. MAHOMED** (*Alwaye*): Will the Government be pleased to state:

(*a*) whether there is any correspondence in connection with the Dewan's visit to Edapalli to appoint a Committee to settle the question of the abolition of taxation in kind and other hardships felt by the people;

(*b*) if so, what is the decision arrived at; and

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